

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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**RALPH NATALE, DAVID PEREZ,
DEMOS DEMOPOULOS, JEFFREY ISAACS,
KIRK CONWAY, and ROY KOHN
as TRUSTEES OF HEALTH FUND 917, and
HEALTH FUND 917,**

**AFFIRMATION IN SUPPORT
OF PLAINTIFFS' REQUEST
FOR CERTIFICATE
OF DEFAULT**

Plaintiffs,

15-CV-06788 (DRH)(GRB)

-against-

IBERIA ROAD MARKINGS CORP.,

Defendant.
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ROBERT B. STULBERG, an attorney duly admitted to practice in the courts of the State of New York, hereby subscribes and affirms the following, pursuant to New York Civil Practice Law and Rules (CPLR) § 2106:

1. I am a member of the bar of this Court and a partner with the law firm Broach & Stulberg, LLP, attorneys for plaintiffs Ralph Natale, David Perez, Demos Demopoulos, Jeffrey Isaacs, Kirk Conway, and Roy Kohn as Trustees of Health Fund 917 and Health Fund 917 (collectively "Plaintiffs"). I am fully familiar with all of the facts and circumstances described herein.

2. I submit this Affirmation in Support of Plaintiffs' Request for Certificate of Default.

3. This action was commenced on November 25, 2015 by the filing of a Complaint, a copy of which is annexed hereto as Exhibit "A." A copy of the Summons and Complaint was served upon Iberia Road Markings Corp. ("Iberia"), a New York corporation, at

its primary place of business located at 104 Lombardy Street, Brooklyn, NY 11222 on December 4, 2015 by personal service upon Manuel Perez, its designated agent for the service of process, as set forth in the Affidavit of Service attested to on December 8, 2015 by Timothy M. Botti of Demovsky Lawyer Service. A copy of Mr. Botti's Affidavit of Service is annexed hereto as Exhibit "B."

4. Defendant Iberia is not an infant, in the military, or an incompetent person.

5. Defendant Iberia has not appeared, answered or moved with respect to the Complaint, and Iberia's time to appear, answer or move pursuant to Fed.R.Civ.P. 12 has expired.

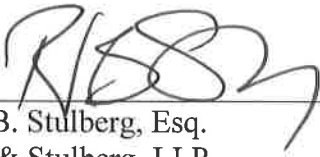
6. Iberia is indebted to Plaintiffs in the following manner: at all times relevant hereto, Iberia was party to a collective bargaining agreement ("CBA") with Teamsters Local Union No. 917 of the International Brotherhood of Teamsters ("the Union"), which required Iberia to, *inter alia*, make contributions to Health Fund 917 ("the Fund") so as to permit its employees covered by the CBA to receive health benefits; in or about September 2011 the Fund's accountants conducted an audit of Iberia's payroll for the period January 1, 2006 through May 31, 2011 and summarized its findings in a report to the Fund's Board of Trustees; according to the audit conducted by the Fund's accountants, Iberia underpaid contributions to the Fund by \$28,128.82; and the Fund demanded payment of all unpaid and delinquent contributions and advised Iberia that the Fund would commence legal proceedings to recover all available remedies, including costs, interest, liquidated damages and attorneys' fees, if payment was not remitted.

7. To date, Iberia has not submitted payment for the unpaid contributions or any portion thereof.

WHEREFORE, Plaintiffs request that the default of defendant Iberia be noted and a certificate of default issued.

I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge, information and belief, that the amount claimed is justly due to plaintiff and that no part thereof has been paid.

Dated: March 17, 2016



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